

GENERAL CONDITIONS OF SALE AND RULES OF COMMERCIAL COOPERATION

1 GENERAL PROVISIONS

- 1.1 The following General Terms and Conditions of Sale (hereinafter referred to as GTCS) and commercial cooperation apply to purchase-sale transactions between the Parties and constitute a binding part of any concluded verbal/phone/written agreement and submitted order, being thereby treated by the Buyer and Seller as known and accepted, unless the Parties have agreed special conditions or modified provisions in writing with their consent. The GTCS shall also apply to all future deliveries, services or offers to the customer, even if not separately agreed again.
- 1.2 The buyer is the entity that places the order with the Seller.
- 1.3 The seller is the entity that accepts the buyer's order for fulfillment.
- 1.4 The Buyer and the Seller are hereinafter also referred to as the Parties.

2 OFFER AND ORDERS

- 2.1 Both the offer made by the seller and any preliminary commercial correspondence not expressly designated as binding always remain a non-binding offer.
- 2.2 The buyer undertakes to place orders for assortment and quantity with the seller by selecting one of the following forms of transmission:
 - 2.2.1 an e-mail with the order in the body or as an attachment,
 - 2.2.2 a telephone call, confirmed at a later stage by a written order.
- 2.3 The seller sells the goods to the buyer at the agreed and negotiated prices specified in the offer and confirmed in the order. The prices are always net prices. The agreed sales price stated on the order and invoice is not subject to subsequent changes.
- 2.4 Orders should contain the following data: date of placement, number, description of the assortment, method of packaging and labelling the goods, terms of payment, indication of transaction documents to accompany the delivery if other than standard, date and place of delivery, quantity, price, terms of delivery, information on the circulation of returnable packaging. The Seller reserves the right to use its standard processing methods, type of packaging and labelling and shipping documentation if the Buyer does not specify any special requirements in the order.
- 2.5 If the Seller accepts the Buyer's order for fulfillment, he undertakes to confirm it in writing. As soon as the Seller confirms the Buyer's order in writing, a sales contract is concluded on the terms and conditions specified in the order and in accordance with these General Terms of Sale.
- 2.6 All conditions not described in the GTCS for conclusion of a transaction, preparation of goods and execution of an order shall remain in accordance with the provisions placed by the Purchaser on the order, unless they have been changed by the Seller on the sales confirmation document.
- 2.7 The Parties agree that documents sent between them concerning the order placement process and commercial correspondence do not require a signature.
- 2.8 The Seller shall be entitled to withdraw from the agreement at any time by submitting a written statement stating the reason or circumstances beyond the Seller's control that affect the inability to fulfill the order.

3 PAYMENT CONDITIONS

- 3.1 The Buyer is obliged to pay for the goods by bank transfer to the Seller's bank account specified on each invoice and within the time limit specified on the invoice (with the date of payment being the date on

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which the payment is credited to the Seller's bank account). The Buyer undertakes to make payment for the purchased goods in the currency in accordance with the invoice.

- 3.2 If the payment is delayed within the indicated time limit, the Buyer shall be charged with interest at the statutory rate in accordance with the applicable Polish regulations. The Seller shall initiate collection proceedings and reserves the right to withhold further deliveries of goods regardless of their previous confirmation. The purchaser undertakes to bear all costs associated with judicial or extrajudicial enforcement of claims.

4 GOODS DELIVERY AND TRANSPORT

- 4.1 The seller, after confirming acceptance of the order, undertakes to deliver the ordered goods to the place indicated by the buyer. The unloading is organized by the Buyer. The costs resulting from any damage to the goods caused by the unloading shall be borne by the Party that organized the unloading.
- 4.2 In the case of other incoterms, the Seller, after confirming the acceptance of the order, undertakes to prepare the goods for collection by the Buyer at the place designated by the Seller. The goods will then be handed over to the carrier acting for and on behalf of the Buyer. The Buyer shall bear full responsibility for the carrier acting for and on his behalf. Before the planned loading, the Buyer will inform the Seller in writing about the company of the carrier and the registration number of the vehicle. The driver will be obliged to present a certificate for sanitary-epidemiological purposes and a document confirming that the vehicle has been disinfected.
- 4.3 The terms of delivery/collection of goods must be specified in the order and confirmed in writing by the Seller.
- 4.4 Receipt of the goods must be confirmed with a legible signature, stamp and date on the delivery document. A driver must be present when the goods are unloaded.
- 4.5 The goods must be taken back by the Buyer in accordance with the agreed terms and conditions. If the Buyer fails to take delivery of the goods, the Seller reserves the right to sell all or part of the goods to another buyer and to charge the Buyer for the loss incurred. If the Seller is not in a position to sell the ordered and prepared goods to a third party, the Buyer shall be obliged to pay compensation equal to the entire value of the goods ordered by the Buyer.
- 4.6 If the Seller and the Buyer have not agreed on specific delivery times in writing, the goods will be delivered between 06:00 and 17:00.
- 4.7 If the seller is not able to fulfill the order on the agreed date or on the agreed terms - he shall notify the buyer immediately. If the circumstances or reasons are beyond the Seller's control, the Seller shall not be liable for non-fulfillment of the order or delays.

5 DOCUMENTATION

- 5.1 The goods sold are accompanied by the basic and required documentation, which is prepared by the seller. If the Buyer expresses the need to create additional documentation, he is obliged to notify this when discussing the terms and conditions of the sale of the goods. Otherwise, the Seller shall not be obliged to issue additional documentation.
- 5.2 The Purchaser, for whom a VAT invoice with a 0% (zero per cent) rate is issued, will send the Seller the correctly confirmed (stamp, signature) export documents (IE599 document in .XML format and MRN document) or documents certifying the intra-Community delivery of goods (CMR, delivery note) within 14 days from the receipt of goods, otherwise the Purchaser will pay the Seller a contractual penalty in the amount of the rate of VAT applicable to the goods on the date of issuing the invoice, which the Seller will be obliged to pay due to the lack of these documents.

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5.3 The Buyer shall each time confirm the receipt of goods with a signature and the company stamp in the designated places on shipping documents, under pain of losing the rights to claim for damages and the necessity to pay the Seller a contractual penalty in the amount of the value added tax rate applicable to the goods on the invoice date.

6 PACKAGING TRADE

- 6.1 The goods will be packed in non-returnable or returnable packaging in accordance with the Buyer's order.
- 6.2 The goods delivery note will contain a table with information on the number of packages delivered by the Seller and returned by the Buyer, which must be completed in the presence of the driver. If the table is not completed or if there are contradictory data on the documents, the parties will accept the veracity of the entries made on the documents returned to the seller after delivery.
- 6.3 If the goods are delivered in returnable packaging, the buyer will return the same amount of packaging to the seller on the day of delivery/collection of the goods. If the packaging is not returned within more than 14 days from the date of delivery, the Seller shall invoice the Purchaser for the value of the returnable packaging retained by the Purchaser. Within the deadline for payment of the aforementioned invoice, the Buyer must either return the invoiced quantity of returnable packaging to the Seller in a quality acceptable to the Seller or pay the Seller a fee for the unreturned returnable packaging according to the current price list.

7 CUSTOMER PROTECTION

- 7.1 The Seller reserves the exclusive right to deal with manufacturers whose goods he sells to the Buyer. The Seller thereby prevents the Buyer from directly contacting and dealing with those manufacturers whose goods have already been purchased once by the Buyer through the Seller, unless the Seller has given his written consent.

8 COMPLAINTS

- 8.1 The Purchaser undertakes to perform the quantitative and qualitative acceptance of the goods delivered by the Seller, and in the event of any discrepancies, reservations or complaints, to immediately notify the Seller of these by indicating the reservations on the goods receipt document in the presence of the driver and attaching documentation confirming the discrepancy.
- 8.2 In the event of any other discrepancies, the Purchaser shall immediately inform the Seller within a maximum of 24 hours of receipt of the goods and document the complaint.
- 8.3 No consideration will be given to complaints about goods which have not been examined by the Buyer at the place of delivery specified in the order and which have been handed over by the Buyer to another consignee without prior examination.
- 8.4 It is the responsibility of the Buyer to ensure that the transport documents cover the reported objections to the goods and the complaint, under pain of losing the right to claim a complaint. A complaint submitted in violation of any of the aforementioned points will be rejected.
- 8.5 If a complaint has been correctly reported by the Buyer, the Seller shall provide the Buyer with an answer as to the consideration of the complaint within 7 days from its reporting.
- 8.6 Submitting any complaint about the goods by the Purchaser shall not release him from the obligation to make the payment due to the Seller within the payment period established according to the invoice. If the complaint is accepted, the Parties shall agree the form of compensation, return or exchange of the goods.

9 FINAL PROVISIONS

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- 9.1 The Parties declare that the content of these GTCS is known to them and by concluding a sales agreement in the form of an offer, followed by an order and order confirmation, they agree to include these terms and conditions in the content of the agreement as an integral part thereof.
- 9.2 In matters not regulated by these GTS, the provisions of the Civil Code shall apply. The Parties agree that the law applicable to assessing the effects of the legal relationship between them shall be the Polish law and that all proceedings shall be conducted before the common court competent for the registered office of the Seller, which court the Parties acknowledge to have exclusive jurisdiction.

10 CONTACT FORM

10.1 Through the form below, the Seller informs you of the persons authorized to contact and responsible for the various aspects of cooperation on the Seller's part:

Responsibilities	Representative	Contact details		Language
ORDERS	Anna Waszkowiak	anna@bimex-fleisch.com	48693501120	German / English
	Anna Dydyna	info@bimex-fleisch.com	48889894715	German
	Ewa Kozakiewicz	ewa@bimex-fleisch.com	48726313302	English
QUALITY DEPARTMENT	Joanna Sacha	joanna@bimex-fleisch.com	48724201023	English
	Ewa Nowak	nowak@bimex-fleisch.com	48 605899700	Deutsch
ACCOUNTING DEPARTMENT	Dorota Wiszniewska	dorota@bimex-fleisch.com	48665998050	English
INVOICING	Adrianna Urban	adrianna@bimex-fleisch.com	48726313301	English
SHIPMENT OF GOODS AND MARKETING OF PACKAGING	Wioleta Jankowska	wioleta@bimex-fleisch.com	48609150229	German
EMERGENCY CONTACT (food safety risk)	Joanna Sacha	joanna@bimex-fleisch.com	48724201023	English

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